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Marlene Dortch
Secretary
FCC
445 12th Street, S.W.
Washington, D.C. 20554

Re: WCB Docket Nos. 96-98, 98-147 and 01-338

As a facilities-based CLEC with over 250,000 UNE-P and UNE-L end users in its service area footprint in the state of Florida, Supra Telecom relies upon the ability to adopt specific terms piecemeal from select interconnection agreements in order to save time and resources in the operation of its business.

Supra Telecom currently operates under a Florida interconnection agreement with BellSouth that is the product of lengthy negotiations and a Florida Public Service Commission arbitration. Under the current pick and choose rules, Supra Telecom is able to adopt specific terms piecemeal from other interconnection agreements that may relate to a change in technology or an area in which Supra Telecom and BellSouth failed to properly address. By availing itself of the current rule, Supra Telecom can enjoy the benefits of its resource-intensive negotiations and arbitration and simply supplement its interconnection agreement as it sees fit.

If the Commission was to re-write this rule in such a way as to limit a CLEC's ability to pick and choose to simply being able to adopt *en toto* another CLEC's existing interconnection agreement,[1] CLECs would lose as they would not be able to retain their negotiated and/or arbitrated terms unless such were already included within the adopted interconnection agreement – which is highly unlikely as the negotiation and arbitration processes afford each individual CLEC the ability to pursue terms that are specific to that CLEC's business model.

As the CLEC landscape allows CLECs to operate under various business models, any restrictions on CLECs' ability to simply pick and choose specific terms piecemeal would result in an unnatural shift in negotiating strength to the ILECs as well as create additional unreasonable delays in the adoption process, which is already fraught with delay.

If the proposed rule change occurred, whenever a CLEC wanted to supplement its interconnection agreement with language on a discreet issue, the only option available to it under which the CLEC could retain its current interconnection agreement would be to negotiate

[1] At least with respect to BellSouth, a CLEC can only adopt an interconnection agreement en toto or specific language piecemeal where the interconnection agreement has more than 180 days remaining in its term.

language regarding the discreet issue directly with the ILEC. Should the ILEC not want to negotiate with the CLEC or negotiates in bad faith, the CLEC would be forced to either litigate or take the ILEC's bad faith offer – a lose-lose scenario for the CLEC industry.

Considering the ILECs' checkered past in complying with its obligations under the Act, Commission rules, state rules, and interconnection agreements, any rule change that would grant more discretion to the ILECs can only result in more litigation in this industry. At this point, as the ILECs are well-tuned litigation (and lobbying) machines, this rule change would be akin to letting the wolf into the hen house. Neither CLECs nor state commission have the time or resources to arbitrate and/or litigate what could be thousands of singular terms – terms which the ILECs have already granted (or been forced to grant) to at least one CLEC. Changes to the current pick and choose rule would not benefit this industry or its end-users. It would only benefit the ILECs, a constituency which already dominates every aspect of this industry.

Sincerely,

Paul Turner/BC

Paul D. Turner

Cc: Chairman Powell
Commissioner Abernathy
Commissioner Adelstein
Commissioner Copps
Commissioner Martin